

CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-26

A RESOLUTION APPROVING AND FURTHER AUTHORIZING MAYOR AND DIRECTOR OF FINANCE TO EXECUTE AN AGREEMENT FOR SERVICES WITH RUMPKE OF OHIO, INC. FOR SOLID WASTE COLLECTION AND DISPOSAL INCLUDING CURBSIDE RECYCLING FOR RESIDENCES IN THE CITY FOR A PERIOD OF FIVE YEARS WITH A RESERVATION OF RIGHTS TO REBID A NEW CONTRACT OR EXTEND THE CONTRACT A MAXIMUM OF TWO - ONE YEAR INTERVALS, AND DECLARING AN EMERGENCY

WHEREAS, the City's current contract with Rumpke of Ohio, Inc., for the residential collection and disposal of solid waste including curbside recycling expires on August 31, 2023; and,

WHEREAS, on May 28, 2023, the City published advertisements in the Journal News-Pulse of Lebanon and Mason for competitive bids for the residential collection and disposal of solid water including curbside recycling; and,

WHEREAS, as advertised, the bid opening was held June ~~26~~²⁶, 2023, and Rumpke of Ohio, Inc. was the sole bidder; and,

WHEREAS, the City's Staff has reviewed the bid submitted by Rumpke of Ohio, Inc. and find the bid to be responsive to the bid specifications and invitation; and,

WHEREAS, immediate action is required to assure sanitary collection and disposal of solid waste services are provided in the City, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Agreement for Services for Solid Waste Collection and Disposal with Curbside Recycling in the City of South Lebanon by Rumpke of Ohio, Inc., a copy of which is attached hereto.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.


Resolution 2023-26

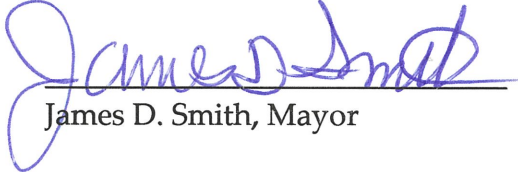
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Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 6th of July, 2023.

Attest: 
Petrina D. Williams, Director of Finance


James D. Smith, Mayor

Rules Suspended: <u>7/6/2023</u> (if applicable)	Effective Date <u>7/6/2023</u>
Vote - <u>6</u> Yeas <u> </u> Nays	
First Reading - / /2023 Second Reading - / /2023	Effective Date - / /2023
Vote - <u> </u> Yeas <u> </u> Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
LAW DIRECTOR
SOUTH LEBANON, OHIO

By: 
Date: 7/6/2023

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (the "Agreement") made as of the date stated below, between the City of South Lebanon, Ohio, 10 N. High Street, South Lebanon, OH 45065 (the "City") and Rumpke of Ohio, Inc., organized under the laws of the State of Ohio as a Corporation, whose address is 10795 Hughes Road, Cincinnati, Ohio 45251 ("Contractor").

The City desires to engage Contractor to render services as described further in this Agreement.

The City and the Contractor in consideration of their mutual covenants herein agree, in respect of the performance of professional services by Contractor and the payment for those services by the City, to the following terms, conditions and obligations.

SECTION 1 - BASIC SERVICES OF CONTRACTOR

1.1 The Notice to Bidders and all specifications and attachments thereto are incorporated by reference herein ("Contract Documents") and become part of this Agreement as if fully rewritten herein.

1.2 Contractor shall perform Basic Services ("the Basic Services") the scope of which is particularly set forth, defined and identified, in the attachment hereto, and made a part of this Agreement as Exhibit A. In the event any terms and provisions of Exhibit "A" shall be in conflict with this Service Agreement or the Contract Documents incorporated herein, this Service Agreement and the Contract Documents shall be controlling.

SECTION 2 - ADDITIONAL SERVICES OF CONTRACTOR

2.1 If authorized in writing by the City and Contractor, Contractor shall furnish or obtain from others Additional Services of certain types, which are not considered normal or customary Basic Services. Such additional services shall be agreed upon in writing by the City and Contractor.

SECTION 3 - THE CITY'S RESPONSIBILITIES

The City shall:

- 3.1. Provide all criteria and full information for the Basic Services.
- 3.2. Furnish Contractor, as required for performance of Contractor's Basic Services data prepared by or services of others, as applicable.
- 3.3. Arrange for access to and make all provisions for Contractor to enter upon public property as required for Contractor to perform the scope of services.
- 3.4. Provide such accounting, insurance counseling and such legal services as may be required for the Basic Services, such legal services as the City and Contractor may require or Contractor may reasonably request with regard to legal issues pertaining to the Basic Services.
- 3.5. Designate in writing the person or persons to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the

City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Contractor's services.

- 3.6. Give prompt written notice to Contractor whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's services, or any defect in the work of any third party.
- 3.7. Furnish, or direct Contractor to provide, upon approval of the City, necessary Additional Services as stipulated in writing.
- 3.8. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1. The provisions of this Section 4 and the various rates of payment for Contractor's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Basic Services.
- 4.2. Upon receipt of a fully executed Agreement from the City, Contractor shall proceed with the performance of the services called for in Exhibit A.
- 4.3. If the City has requested significant modifications or changes in the extent of the Basic Services, the time of performance of Contractor's services and its various rates of payment shall be adjusted appropriately, upon approval of the City and the Contractor of a written scope.

SECTION 5 - PAYMENTS TO CONTRACTOR

5.1 Methods of Payment for Services of Contractor.

- 5.1.1. For Basic Services. The City shall pay Contractor for Basic Services rendered under Section 1 as follows:

The Contractor agrees to provide the Basic Services set forth Exhibit 1 attached hereto to the City for the Basic Services as follows.

All the following rates are prices for an unlimited number of 96-gallon trash containers per residential unit per month.

2023	\$13.75 per month
2024	\$14.44 per month
2025	\$15.16 per month
2026	\$15.92 per month
2027	\$16.71 per month

All the following rates are prices for an unlimited number of 18-gallon or 65-gallon recycling carts with lid and wheels per residential unit per month.

2023	\$4.75 per month
2024	\$4.99 per month
2025	\$5.24 per month
2026	\$5.50 per month
2027	\$5.77 per month

- 5.1.2 For Additional Services. The City shall pay Contractor for Additional Services rendered set forth in writing by the City and Contractor.

5.2 Times of Payments.

5.2.1. Contractor shall submit itemized statements for Basic and Additional Services rendered. The City shall make prompt payments in response to Contractor's itemized statements by mailing via ordinary U.S. mail such payment no later than five (5) business days after the City Council's regularly scheduled Council Meeting on the 3rd Thursday of each month.

5.3 Other Provisions Concerning Payments.

5.3.1. If the City fails to make any payment due Contractor for services and expenses within forty-five (45) days after receipt of Contractor's itemized statement therefore, the amounts due Contractor shall include a charge at the rate of 1% per month from said 45th day, and in addition, Contractor may, after giving seven days written notice to the City, suspend services under this Agreement until it has been paid in full all amounts due for services and expenses.

5.3.2. In the event of termination by the City under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due Contractor for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.4 Definitions

Not Applicable

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents.

All documents prepared by Contractor pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Basic Services. Any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at the City's risk and without liability or legal exposure to Contractor. Any verification or adaptation requested by the City to be performed by Contractor will entitle Contractor to further compensation at rates to be agreed upon by the City and Contractor.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.

6.4 Successors and Assigns.

- 6.4.1. The City and Contractor each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2. Neither the City nor Contractor shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent associates and subcontractors, as it may deem appropriate to assist it in the performance of services hereunder.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the City and Contractor.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

6.7 Waiver

No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

6.9 Parties

Whenever the terms "the City" and "Contractor" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or

authorized representatives of the City and the Contractor.

6.10 Headings

Paragraph headings in this Agreement are for the purposes of convenience and identification and shall not be used to interpret or construe this Agreement.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: The City of South Lebanon, Ohio
Attn.: City Administrator
10 N. High Street
South Lebanon, OH 45065

Contractor: Rumpke of Ohio, Inc.
Attn.: Dean Ferrier, Municipal/Public Sector Account Manager
Address: 3800 Struble Road
Address: Cincinnati, Ohio 45251

6.12 Insurance

Contractor shall carry comprehensive general liability insurance, with no interruption of coverage during the entire term of this Agreement. Contractor further agrees that in the event that its comprehensive general liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Contractor shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Contractor shall provide the City with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the City. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement. The insurance shall comply with all of the following provisions:

(a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the City in writing;

(b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the minimum general aggregate shall be \$5,000,000 per occurrence;

(c) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;

(d) The insurance coverage shall have Ohio stop gap employer's liability with a \$1,000,000 limit;

(e) The Contractor shall name the City, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the City, and shall furnish the City with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with

any other insurance or similar protection available to the additional insured's, whether available coverage is primary, contributing or excess, and shall provide the City with the same coverage and duty to defend as the primary coverage provides for Contractor;

(f) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein; and

(g) Contractor shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the City with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions, if any:

None

7.2. The following Exhibits are attached to and made a part of this Agreement:

Exhibits 1 and 2.

SECTION 8 – DISPUTE RESOLUTION

Any and all controversies, disputes, disagreements, claims and demands of whatsoever kind or nature arising out of or relating in any way to this Agreement, alleged breaches thereof, and/or the parties' relationship shall: (i) first be submitted to mediation before a mediator mutually agreed upon, and if mediation is not successful, then; (ii) the parties may litigate the dispute subject to the jurisdiction and venue stipulation in Section 6, Paragraph 6.2 herein.

SECTION 9 – ENTIRE AGREEMENT

This Agreement, together with the Exhibits and schedules identified above constitute the entire agreement between the City and Contractor, and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 10 – INDEMNIFICATION

Contractor will indemnify and save the City harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the City's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by Contractor, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Contractor, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

SECTION 11 – EXECUTION

CONTRACTOR :

IN EXECUTION WHEREOF, Rumpke of Ohio, Inc., the Contractor herein, has caused this Agreement to be executed on the date stated below by _____ whose title is _____, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CITY:

IN EXECUTION WHEREOF, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2023 - 26.

SIGNATURE: James D. Smith

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: 7/6/2023

SIGNATURE: Petrina D. Williams

PRINTED NAME: Petrina D. Williams

TITLE: Director of Finance

DATE: 7/6/23

APPROVED AS TO FORM:

ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO

By: [Signature]

Date: 7/6/2023

EXHIBIT A

CITY OF SOUTH LEBANON, OHIO SOLID WASTE COLLECTION AND DISPOSAL SERVICES INCLUDING CURBSIDE RECYCLING

GENERAL SPECIFICATIONS AND INFORMATION

SECTION 1.

It is the intent of this Agreement that prices for the collection and disposal or processing of solid waste for residential users with hand-service units within the corporate limits of the City of South Lebanon, being more specifically defined within this Agreement. Waste pickup for apartments and business properties with dumpster containers are managed under separate contracts and are not included in this Agreement. Waste pickup for City-owned properties shall be done at no cost to the City, including the City Administration Building, the Public Works building, the Sheriff's office, and the Union Township Fire Department.

SECTION 2.

Contractor shall have the franchise, license and privilege to provide waste collection, removal and disposal or processing services within the corporate limits of the City.

SECTION 3.

All waste materials collected by the contractor shall be legally disposed of outside the corporate limits of the City of South Lebanon. The charge for disposal shall be included in the rate set forth in the Agreement for each Unit serviced by the contractor.

SECTION 4.

It is the City's desire to maintain the same pickup schedule and routes as currently being used. If for any reason the contractor requires a change in the schedule, it will be the contractor's responsibility to notify the residents or businesses affected after first receiving the written approval of the City of South Lebanon. Hereafter, the City shall refer to the City Administrator or his designee.

SECTION 5.

The Price for each residential unit serviced by the Contractor shall include all costs associated with the collection and disposal or processing of solid waste and recyclables. There shall be no additional fees or surcharges added to the cost of service unless prior approval is granted by the City.

SECTION 6.

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment used by the contractor for the collection and removal of waste material shall be kept neat, clean and sanitary and shall be licensed by the Warren County Combined Health Department.

SECTION 7.

Contractor agrees to handle all containers without abuse and to return all emptied containers to the location where the owner set them. Containers destroyed or removed by the Contractor will be replaced by the Contractor at the Contractor's expense.

SECTION 8.

Contractor's employees should at no time exhibit improper or abusive language or unacceptable or improper conduct to the public, or use or be under the influence of drugs/alcohol while on duty or such offender will be removed from the City's route by the contractor or upon request by the City.

SECTION 9.

The City is not to be responsible for any problems arising at the disposal site as a result of solid waste collected in the City or any other place. The disposal site used by the Contractor shall be and shall continue to be a State and Federal Environmental Protection Agency approved facility for the life of the contract. In addition, where applicable, the facility will comply with all State and/or County Health Department requirements.

SECTION 11.

The Contractor shall provide the City with a copy of an approved Environmental Protection Agency permit for the disposal site which shall be used for the term of the contract and shall remain in full compliance with all Federal and Ohio Environmental Protection Agency regulations, as well as any local regulations.

SECTION 12.

The City is not to be responsible for any problems arising at the material recovery facility as a result of recyclables collected in the City or any other place. Where applicable, the facility will comply with all State and/or County Health Department requirements.

SECTION 13.

The City is not to be responsible for any problems arising at the yard waste composting facility as a result of yard waste collected in the City or any other place. The composting site used by the contractor shall be and shall continue to be a State Environmental Protection Agency approved facility for the life of the contract. In addition, where applicable, the facility will comply with all State and/or County Health Department requirements.

SECTION 14.

The City shall be given the name and phone number of the single appropriate person within the Contractor's employment with whom complaints can be aired and remedied. The City shall also be given the name and phone number of the foreman or other assigned representative of the Contractor responsible for all collections (residential, recycling or yard waste) within the City each day.

SECTION 15.

Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

SECTION 16.

Upon completion of the day's routes, the foreman or other assigned representative of the Contractor for that particular day will check with an assigned City representative and will address complaints of the day's route. Routes will not be considered complete until checked with the City and all complaints addressed.

SECTION 17.

Contractor shall agree that if any premises or collections are missed, the contractor shall return to make pickup on that regularly scheduled day or at the beginning of the next day's route, if Contractor was notified after that day's route was completed. Routes will not be considered complete until checked with the City and all complaints addressed.

SECTION 18.

If it is felt by the City that the work is not being performed in a satisfactory manner, then the City will so notify the Contractor, who will then immediately rectify the problem. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the Agreement.

SECTION 19.

Should the City feel compelled to mobilize its own workers to correct problems created by non-compliance with specifications, the Contractor will be required to reimburse the City for such funds necessary to complete the work as guaranteed by the Agreement. Such reimbursement shall be determined by the City based on personnel and equipment costs necessary to rectify the problem and those costs shall be deducted from payment to the Contractor.

SECTION 20.

Contractor shall adhere to all laws, ordinances, and other policies that pertain to actions performed for and in the City of South Lebanon.

SECTION 21.

Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the City (earnings tax, etc.).

SECTION 22.

Contractor shall indemnify, defend and save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

SECTION 23.

Contractor will be held liable for any damage, injury (including death) or destruction based upon, connected with, or related to Contractor's waste removal personnel or equipment while performing services for the City. (See Section 24).

SECTION 24.

Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 22. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following expressed obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purposes of the Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Employer's Liability	\$1,000,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

As an alternative to the above, Contractor may insure the above public liability and property coverages under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of \$250,000 with the result that the Contractor is its own insurer to that extent. The Contractor's parent corporation may provide the coverages.

The Contractor shall issue a certificate of insurance naming the City as an Additional Insured with the following language: The City of South Lebanon, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof are named as Additional Insureds. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

SECTION 25.

No assignment of the contract or any right accruing under this Agreement shall be made in whole or in part by the contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Agreement.

SECTION 26.

Either the City or the Contractor may terminate with cause the contract within 90 days by registered or certified mail notification to the other party. If it is determined by the City that the work is not being performed in a satisfactory manner, then the City will so notify the Contractor, who will then immediately rectify the problem(s). Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the Agreement.

The City reserves the right to terminate this Agreement immediately upon written notice by registered or certified mail to the Contractor if the Contractor is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, has a receiver appointed on account of its insolvency or contractor is unable or unwilling to provide the services required of this agreement due to closure or lack of accessible landfills, labor disputes or any other action that prevents delivery of services.

In case of default by the Contractor, the City may procure the articles of services from other sources without further advertising and may hold the Contractor responsible for any excess costs occasioned thereby.

SECTION 27.

The City will impose monetary penalties on the Contractor for failing to perform responsibilities as outlined in the bid specifications. The sum of the monetary penalty shall be deducted from the Contractor's payment for services as defined in this Agreement.

First Offense: \$100.00 fine per incident

Second Offense: \$1,000.00 fine per incident

Third Offense: \$10,000.00 fine per incident and possible termination of contract.

Fourth Offense: Termination of Agreement

SECTION 28.

Contractor will be required to keep records and submit reports to comply with the Warren County Solid Waste Management District's Annual District Reporting Requirements. These reports will serve as a means to apprise City staff and the Warren County Solid Waste Management District of the status of solid waste disposal and recycling activities and expenditures. Reporting requirements include:

A. Quarterly Project Status Report

The Contractor shall provide quarterly project status reports. These reports shall be due within thirty (30) days of the close of the quarter being reported. At a minimum, the reports shall include:

1. Weight of recyclable material collected and recycled.
2. Weight of Solid Waste collected and disposed.
3. Weight or cubic yards of Yard Waste collected and composted.
4. Number or percentage of residents participating in the curbside recycling.
5. Quarters to be reported shall include:

1st Quarter = January, February, March

2nd Quarter = April, May, June

3rd Quarter = July, August, September

4th Quarter = October, November, December

B. Annual Reports

Contractor shall provide year-end annual reports for each year the project is in operation. These reports will be due within 45 days of the end of the calendar year. At a minimum, the report shall include the information included in the quarterly project status reports.

SECTION 29.

Residential collection as of May, 2023 has been estimated to consist of 2,142 residential units receiving curbside service. Based on a City of South Lebanon's audit these numbers could fluctuate. Official count will be at the City of South Lebanon's direction.

SECTION 30.

The contract to be awarded shall cover:

A. The Agreement shall be effective for a period of three (3) years, with the City reserving the right to re-bid a new contract. The City shall also have the right to extend the contract at one-year intervals for up to the maximum of two (2) additional years;

B. This Agreement shall be effective upon the execution of the Agreement and performance of such Agreement shall begin on or about September 1, 2023;

C. The Agreement shall also include the maximum increase the Contractor may request for the contract or one year option periods;

D. A price is a per residential and like unit charge, which includes trash collection, curbside recycling and yard waste collection, with the Contractor for all or each segment to add all new or additional units at same price per unit;

E. There shall be no limit to the number of standard-sized (96-gallon) containers and/or bags generated by a household on a weekly basis, except that containers and/or bags shall not weigh more than fifty (50) pounds.

F. Yard waste will be collected at the same time as regular trash. All properly prepared solid waste and yard waste shall be collected on a weekly basis.

G. Each user shall be provided with two (2) 96-gallon wastewheeler receptacles for solid waste collection at no charge.

H. The price shall include a weekly curbside recycling collection on the same day as regular trash service.

I. The Contractor shall include providing dumpsters for two (2) cleanup days per year at no charge.

J. Prices shall include all applicable existing and anticipated Federal, State, District, and other related fees and all costs to provide waste collection, curbside recycling and yard waste collection.

SECTION 31.

The Contractor has satisfied itself by its own observation as to the quantity of proposed work to be performed and with the proposed requirements and limitations listed. The execution of the Agreement shall be considered evidence that the Contractor has made such observation and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and information contained therein.

SECTION 32.

The City reserves the right to require the Contractor to present satisfactory evidence that he has been regularly engaged in the business of solid waste removal (including recycling and yard waste composting), previous to the bidding of the contract. The City also reserves the right to require Contractor to present satisfactory evidence that he is fully prepared with the necessary capital, material, insurance, machinery, and equipment to conduct the work to be contracted to the satisfaction of the City of South Lebanon and to begin promptly when so ordered after contract is awarded.

SECTION 33.

Contractor shall comply with all applicable requirements of the Warren County Solid Waste District Solid Waste Management Plan and any amendments if and when they are adopted. For any questions regarding this document, please contact Susanne Mason, Warren County Solid Waste Manager, and 513-695-1210.

SECTION 34.

Payment shall be made monthly; such payments to be made upon the certificate of the City Fiscal Officer, or other authorized agent of the City.

SECTION 35.

The Contractor will designate what educational opportunities will be available to the City of South Lebanon, Local School District and to City's residents and community groups.

The Contractor will develop comprehensive educational literature explaining how the curbside recycling program and yard waste programs will work, scheduled pick-up routes, holiday information, a thorough description of the recyclable materials that will be accepted, etc. This literature will be mailed by the Contractor to all City single family dwellings and equivalent business property owners two (2) weeks before the program is implemented and annually thereafter. Additional literature is to be provided to the City for their distribution. In lieu of the brochure and at the City's discretion the Contractor will be responsible for the cost to develop an insert to be mailed, on an annual basis to all residents as part of their monthly utility bill. All material must be reviewed and approved by the City prior to distribution.

SECTION 36.

Contractor shall collect and pay all fees assessed by the City, Solid Waste Management District, State, Combined Health District, or other authorized waste authority. Fees shall be collected and paid regardless of where the waste is processed or disposed. The District's fee should be included in the unit prices.

SECTION 37.

Collections shall be made at least once a week, no earlier than 6:00 a.m. and no later than 6:00 p.m., Monday through Friday. An exception to the established collection times is permitted during inclement weather conditions (snow and ice only). The following shall be holidays for purposes of this Contract: New Year's Day and Christmas Day. Collections for such Holidays will be delayed one day with all generated solid waste for those weeks being removed no later than Saturday.

SECTION 38.

Special carryout services for the handicapped or elderly shall be acknowledged and acted upon by the contractor as directed by the City Administrator or his representative.

RESIDENTIAL WASTE SPECIFICATIONS

SECTION 1.

The term "waste material" shall include all municipal solid waste originating from the use of property situated only within the corporate limits of the City of South Lebanon, Ohio, and more specifically being identified in the following categories:

A. All solid waste material that size will allow to be placed in a standard rear load, front load, or side load hopper.

B. All appliances and furniture including, but not limited to, refrigerators, dishwashers, dryers, sofas, chairs, and mattresses; (CFCs shall be removed from all appropriate appliances prior to disposal by the resident).

C. Garbage as defined as organic waste of animal, fish, fruit, or vegetable matter arising from or attendant to the storage, dealing in, preparation or cooking of food for human consumption.

D. Cold ashes placed in a separate bag or container. Hot ashes will not be accepted.

SECTION 2.

Collection of waste material shall be provided once each week on announced days, for which containers are placed at the curb, edge of street or right-of-way, or at rear of property where applicable.

SECTION 3.

All containers must be either metal or plastic, with handles and lids, or sealed plastic bags of substantial construction.

SECTION 4.

All brush in small piles or tied in bundles not more than 4 feet in length. Grass clippings, leaves, and other yard trimmings placed in suitable disposable type containers will be accepted. Certain yard waste generated from the City of South Lebanon is currently subject to Ohio Department of Agriculture quarantine. Additional information about yard waste management is listed in this bid document.

SECTION 5.

Contractor shall collect an unlimited number of garbage or waste containers consisting of standard garbage or waste receptacles and/or plastic bags but not exceeding fifty (50) pounds in weight per container

SECTION 6.

All wooden and paper boxes broken down and/or tied in small bundles will be accepted.

SECTION 7.

Whole Waste Tires and Lead Acid Batteries are not to be accepted per Ohio Environmental Protection Agency regulations.

SECTION 8.

Contractor must remove all materials and contents set out by residents, avoid spilling waste material, and clean up the collection area if the waste is spilled.

RESIDENTIAL CURBSIDE RECYCLING SPECIFICATIONS

SECTION 1.

Contractor shall collect and remove all co-mingled recyclable materials once each week on the regularly scheduled trash collection day from all residences and like businesses plus business with dumpsters.

SECTION 2.

Provide and distribute each residential unit with recycling container or containers. Each unit shall be provided with one (1) 18-gallon recycling bin to hold commingled recyclables or one (1) 65-gallon wastewheeler for recyclables at no additional charge. Businesses that are similar to residential units will be set up with the appropriate number or type of container. Color of the recycling container will be at the discretion of the contractor.

SECTION 3.

Contractor shall provide bins to new customers within one week from the day of notification.

SECTION 4.

If residents need additional bins, either to use with the original bin or used as a replacement for the original bin, the resident may purchase these additional bins at a price stipulated in this Agreement. For additional materials, resident may also place recyclables in plastic bags or grocery sacks and place them beside or on top of the recycling bin.

SECTION 5.

Recyclable materials to be collected will include, but not be limited to, newspapers, aluminum and bi-metal beverage cans, tin food cans, and all plastic #1 and #2 bottles. Bidder will list other items that they will collect and recycle like corrugated cardboard, junk mail, paper type products, cereal boxes, glass bottles and jars, etc.

SECTION 6.

Transport the collected recyclable materials to a central processing site and ensure the materials are processed, sent to their respective markets and recycled. At no time shall recovered materials be disposed of in a landfill or incinerator.

SECTION 7.

Assist the City in a public awareness campaign to promote the City's recycling program. This should include "How-to" literature to describe the program and explain how recyclable materials should be prepared. All material must be reviewed and approved by the City prior to distribution.

SECTION 8.

Provide City offices with a supply of recycling bins or containers for customer pick-up from City offices.

YARD WASTE MANAGEMENT and COMPOSTING PROGRAM

SECTION 1.

Yard Waste is defined as grass cuttings, leaves, hedge cuttings, tree trimmings, tree limbs, the debris resulting from the removal of entire trees, or other types of yard trash.